



INVITATION TO BID

ITB #19-04

Landscape Services for City of Sammamish Rights-of-Way

Issue Date: March 13th, 2019

Due Date: April 1st, 2019 @ 2:00 PM



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Section 1: General Information

1.01 Purpose of ITB

To obtain bids for landscape services for City of Sammamish Right-of-Ways (ROW).

1.02 Definitions

Contract - The agreement to be entered into for services between the City and the vendor who submits the bid accepted by the City.

Contract Administrator - The City of Sammamish Public Works Department duly authorized representative.

Contract Manager – The City of Sammamish Maintenance & Operations duly authorized representative.

Grounds maintenance and landscape maintenance - The work and provisions described by the Service Contract and all addenda thereto.

ITB – Invitation to Bid

Ornamental Trees - Trees which are not indigenous or natural to the site; and which due to their size, species or location require annual pruning.

Public Works Department, City, and/or City of Sammamish - Authorized representatives shall be understood to mean one and the same.

Street Trees - Ornamental trees, which due to their proximity to streets and arterials require specialized pruning to establish proper vehicular and pedestrian clearances.

Native Trees - Indigenous or natural to the site, and which due to their size, species or location do not require annual pruning.

Vendor - The person or firm submitting the bid, and/or the person or firm awarded the contract.

1.03 Contract Administrator

The contract awarded as a result of this Invitation to Bid shall be under the control and supervision of the City of Sammamish, Infrastructure Maintenance Manager or his/her designee.

1.04 ITB Coordinator/Communications

Upon release of this ITB, all vendor communications concerning this information request should be directed in writing to the Coordinator(s) listed below. Unauthorized contact regarding this ITB with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

Name: Marlene Dunham, Contract Administrator
Mailing Address: 801 – 228th Ave. SE
Sammamish, WA 98075
Phone: 425-952-0609
E-mail: mdunham@sammamish.us

1.05 Preliminary Schedule

These dates are estimated and are subject to change by the City.

EVENT	DATE
Release RFP to Vendors	March 13 th , 2019
Vendor Questions (if any) due	March 28th, 2019 @ 2:00 PM
Bid Responses Due	April 1st, 2019 @ 2:00 PM
Contract start date - Approximate	April 17th, 2019

1.06 Response Format

Bids shall be submitted on the form provided. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the bid document should be on completeness, clarity of content and adherence to the presentation structure required by this ITB.

1.07 Completeness of Bid

The vendor must complete the attached Proposal Form and it must be signed by a vendor representative authorized to bind the proposing firm contractually. A total bid amount must be included in the designated area on the form. Incomplete bids will be rejected.

1.08 Bid Response Date and Location

Bids must be submitted to the City of Sammamish, City Hall no later than **April 1st, 2019 at 2:00 pm**. All bids must be sealed and in an opaque envelope and clearly marked “Bid for ROW Landscape Maintenance Services”. The official clock for submissions is located at City Hall (address listed below). All bids and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risks of late delivery of mailed proposal regardless of fault.

Bid Delivery Address: Sammamish City Hall
801-228th Ave SE
Sammamish, WA 98075

1.09 Vendor's Cost to Develop Bids

Costs for developing the bid in response to the ITB are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.



Section 2: Terms and Conditions

2.01 Questions Regarding the ITB

Oral interpretations of the ITB specifications are not binding on the City. Requests for interpretation/clarification of the ITB specification must be submitted to the Contract Administrator via e-mail no later than **March 28th, 2019 at 2:00 PM**.

2.02 ITB Addenda

The City reserves the right to request that any respondent clarify its bid or to supply any additional material deemed necessary to assist in the evaluation of the bid.

The City reserves the right to change the ITB schedule or issue addenda to the ITB at any time. The City also reserves the right to cancel or re-issue the ITB. All such addenda will become part of the ITB. If an addendum is issued, vendors must include an Acknowledgement of Addendum, in their final proposal Form #5: Acknowledgement of Addendum.

2.03 Withdrawal of Bid

Bids may be withdrawn at any time prior to the submission time specified in Section 1.08, provided notification is received in writing. Bids cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Bids

The City reserves the right to reject any or all bids, to waive any minor informalities or irregularities contained in any bid, and to accept any bid deemed to be in the best interest of the City.

After review, bids may be rejected by the City Manager for cause. “Cause” shall be defined as those found in RCW 43.19.1911(4) and/or any failure to meet the bid call. Any bidder may appeal the rejection of bids by the City Manager to the City Council by making a written request to the City Clerk not more than 2 business days after notification of the bid rejection. If an appeal is filed, the appeal before the City Council shall be heard as soon as practicable after the appeal notice is given to the City Clerk.

2.05 Bid Modification and Clarifications

Modification of a bid already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original bid.

2.06 Bid Validity Period

Submission of a bid will signify the vendor’s agreement that its bid and the contents thereof are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The bid will become part of the contract that is negotiated between the City and the successful vendor.

2.07 Bid Signatures

1. An authorized representative must sign the bid document, with the vendor's address and telephone information provided. Unsigned bids will not be considered.
2. If the bid is made by an individual, the name, mailing address and signature of the individual must be shown.
3. If the bid is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
4. If the bid is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
5. The City reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as non-responsive.
6. If the selected vendor fails to sign the contract within five (5) business days of delivery of the final Contract, the City may elect to cancel the award and award the Contract to the next-highest ranked vendor. All parties may incur no cost chargeable to the proposed contract before the date of execution of the Contract.

2.08 Prevailing Wage

Although this is considered a service contract, the vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. The applicable wage rates are set forth in [the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020](#).

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected vendor must submit to the Department of Labor and Industries, a “Statement of Intent to Pay Prevailing Wages”. A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement:

“I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries.”

The selected vendor must submit to the Department of Labor and Industries an “Affidavit of Wages Paid” and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

2.09 Washington Worker’s Compensation

The vendor’s employees shall be fully covered under Washington State Worker’s Compensation and Unemployment Insurance at all times during the term of this contract. The vendor’s employees or agents shall in no way be considered employees of the City at any time during this contract.

2.10 Public Records

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

2.11 Equal Opportunity

This City is committed to ensuring that all firms have an equal opportunity to participate in City contracts.

2.12 Non-Discrimination

During the performance of this contract, the vendor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

2.13 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services to the City, the vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2.14 Non-Collusion Affidavit

The bid submitted for the ITB shall include the Non-Collusion Affidavit (Attachment “D” Non-Collusion Affidavit).

2.15 Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, the vendor shall review coverage with the contract administrator and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the City.

2.16 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes but is not limited to protection of public and employee safety and health; environmental protection by waste reduction and recycling; the protection of natural resources; permits; fees; licenses; taxes; and similar subjects.

2.17 Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the vendor shall become the property of the City.

2.18 Hold Harmless

The vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the vendor's failure to provide worker's compensation coverage or liability coverage.

2.19 Payment for Services

The Contractor shall submit invoices for the work performed to **The City of Sammamish Accounts Payable Department**. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment. All work must be invoiced **by (R) Zone**.



Section 3: Requested Services

3.0 Duration of Contract

The City anticipates the Contract period to be from April 17, 2019 through April 17, 2021, with actual work being performed and billed for only 9 months. Work for the additional 3 months of the contract period will be on an as-needed basis and shall be mutually agreed upon and provided as a separate Discretionary Work Order. A separate quote must be provided prior to commencement of such work. The contract may be renewed for up to two (2) additional years if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a bid, the vendor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year (June to June). This provision does not guarantee renewal to the vendor, nor does it prevent the vendor from agreeing to renew at a lower adjustment.

3.01 Vendor Information

The attached bid form must be filled out completely and submitted with the vendor bid. Please mark those areas that do not apply to your bid with an "N/A." Do not leave any space blank.

3.02 Performance Expectations

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address and telephone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor's bid if the facts discovered indicate that completion of a contract resulting from this ITB may be jeopardized by selection of the vendor.

If the vendor has experienced no such termination for default in the past five (5) years, so declare.

If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

3.03 Change of Scope

A Work Request Form shall be executed and filed with the City for all changes and/or additional work or materials in excess of the requirements covered in the contract. The Work Request Form, when endorsed by the vendor and by the City, shall become binding to both parties thereto.

3.04 Maintenance and Chemical Application Log

The Vendor providing services must submit a Maintenance and Chemical Application Log for each site, with monthly invoices. The Vendor must use the form provided by the City (Attachment "B": Pesticide Application Record). Upon approval, the City may accept alternative formats, such as a USDA log, to report chemical applications.

Scope of Services

Landscaping Locations and Specific Scope of Services shall be completed in accordance with Attachments A to this ITB and as described below:

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.
2. All fieldwork shall be performed under the supervision of a qualified horticulturalist. Operators shall be licensed for all functions, including pesticide, fertilizer, herbicide, and flagging where required.
3. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
4. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street shall wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled “American National Standard for High-Visibility and Headwear” and be labeled ANSI 107-2004 performance class 2 or 3 risk exposure. Employees performing any overhead maintenance must wear an OSHA approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
5. The vendor’s employees shall conduct themselves on site in a professional manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
6. The Contract Manager or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Manager shall notify the vendor. Notification may be verbal or written. The City may require the vendor to rectify the deficiency within 24 hours of notice. Payment will only be made for work that meets all contract requirements.
7. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Manager. Equipment intensive work such as mowing, edging, and blowing done at the work sites shall not commence

before 7:00 am on weekdays and 9:00 am on weekends and be completed before 4:00 pm. No work shall commence on holidays recognized by the City of Sammamish, those holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

8. The vendor shall provide a list of employees to the Contract Manager. Each employee must have visible identification listing employee's name and identifying the vendor.
9. The vendor shall provide proof of State of Washington, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides (upon award of contract.)
10. The vendor and their employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.
11. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
12. The vendor and their employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
13. Smoking shall not be permitted in any City building or on City grounds.
14. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.
15. The vendor and their employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
16. The vendor shall report any damage or potential hazard involving City owned property immediately to the Contract Administrator during normal business hours, 7:00 am – 4:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, by calling 911.
17. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.
18. Incidents, altercations or accidents involving the vendor and their employees shall be reported to the Contract Manager in a timely manner. The Contract Manager, at their discretion, may require a written report from the vendor describing the incident or accident.

19. The vendor shall replace, at the vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials damaged through negligence resulting from the vendor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the vendor shall be approved of by the Contract Manager in writing, be of first quality condition and shall be guaranteed by the vendor for one year.
20. The contractor will send a monthly list of all work performed the previous month with their request for payment. List will include all zones maintained with a description of work performed.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Landscape Maintenance Services as specifically outlined in this section.
2. The vendor shall supply all herbicides, fertilizers, chemicals and the like for servicing all ROW landscape areas as scheduled.
3. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Waste/Materials Disposal

1. The vendor shall select their own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto.
2. The vendor is solely responsible for all damages, fines or penalties for improper disposal of waste material, and for any other actions in which they perform. The vendor holds the City faultless and free from liability for all damages and costs incurred because of the vendor or their employee's actions.
3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care
 - a. Mowing shall be done during the growing season, from March thru October.
 - b. The vendor shall maintain all landscaped portions of the ROW sites covered by this agreement in a healthy, neat, trim, and growing condition.
 - c. The vendor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.
 - d. Fine turf mowing shall be mowed to a height range of two inches (2) to two and one half inches (2 1/2) inches.

- e. All rough mowing turf shall be mowed to a height of four (4) inches.
- f. Collection of grass clippings is required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, non-collecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.
- g. Hard surfaces shall be left clean and free of grass and debris resulting from landscape maintenance tasks at the end of the day's activities.
- h. The vendor is to supply a monthly mow schedule by the first of each month. All mowing must be started and finished on the same day.
- i. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming

- a. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.
- b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.
- c. Hard surfaces shall be cleaned free of grass and debris resulting from this task at the end of the day's activities.
- d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging

- a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree trunks, poles, and formal edges.
- b. Edging shall be done by powered edging equipment, unless otherwise approved by the Contract Manager.
- c. Caution shall be used to prevent chipping of concrete structures by edging equipment.
- d. Hard surfaces shall be cleaned free of grass and debris resulting from this task at the end of the day's activities.
- e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

E. Maintenance Task II: Trees, Shrubs and Ground Cover

1. Pruning

- a. The vendor shall maintain all trees, shrubs, and groundcover in the listed ROW zones in a healthy, growing condition.
- b. Shrubs shall be trimmed to maintain desired shape and function as needed to provide a neat, trim appearance. Pruning to maintain the natural growth habit of the plant species is recommended. Shearing, as a method of pruning, shall be used only with the approval of the Contract Manager. Shrubs in the ROW are to be pruned to avoid sight distance issues.
- c. Ground cover shall be trimmed at the edge of hard surfaces (sidewalks and curbs) and landscape bed areas. Ground cover shall be trimmed to prevent encroachment into shrubs and trees. Ground cover and shrubs around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.
- d. Ornamental trees shall be pruned in accordance with International Society of Arboriculture (ISA) Guidelines and are not to be pruned except to remove singular broken branches or perform minor clearance pruning, unless otherwise approved by the Contract Manager.
- e. At the request of the Contract Manager, ROW street trees are to be pruned to avoid sight distance issues and will be handled by use of a Discretionary Work Request Form.
- f. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees and shrubs as necessary.
- g. The vendor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, diseased and insect infested trees.

2. Weeds, Disease, and Pest Control

- a. **Landscaped/planted areas shall be free of weeds**, leaves, litter, debris, spent blooms, and diseased, insect infested and dead plants.
- b. **Landscape bed areas shall be kept in a weed free condition**. Hand weeding is encouraged. Otherwise, beds will receive an approved post-emergent herbicide. Notification of herbicide use shall be included on the

Notification of Chemical Application form (Attachment B) and submitted to the Contract Manager following application. Landscape bed refers to any bed that is mulched (bark, compost, PGM, wood chips, etc.).

- c. The City encourages the use of industry recognized Integrated Pest Management (IPM) practices. All pesticides need to be approved by the Contract Manager prior to application. All applications shall be done in compliance with federal, state and local laws and regulations. The City reserves the right to limit the use of specific pesticides. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.
- d. The vendor, at their expense, will remedy, in a timely manner, any damage to desirable plant material due to vendor negligence or misuse of pesticides.

F. Maintenance Task III: Hard Surface Maintenance

1. Sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).
2. Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas. Notification of herbicide use shall be included on the Notification of Chemical Application form (attachment E) and submitted to the Contract Manager following application.
3. Drains, if present at the site (strip drains within pedestrian crosswalks on NE 25th Way), shall be cleaned and checked during each visit and any garbage or debris shall be removed to allow for proper drainage.

G. Maintenance Task V: Other Services

1. Leaves shall be removed from all vendor maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces or private property. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.
2. All litter shall be removed from all vendor maintained areas. The vendor shall remove litter from the site for disposal. The vendor shall empty and replace liners, as needed for three trash receptacles on the East side of 228th Ave SE, locations are as follows: South of SE 16th St, across the street from Sammamish City Hall, and South of SE 4th St by bus stop. The vendor shall be responsible for supplying the liners (3 mil).

3. The vendor shall provide brush control of all native areas where the edges meet lawn and trail areas. All brambles, low hanging branches or other hazards shall be trimmed back using appropriate hand held machinery.
4. Windfall branches and debris shall be removed from all vendor maintained areas for disposal by the vendor.

H. Maintenance Task VI: Weeding Wetland Mitigation Areas

1. Wetland mitigation weeding is not part of the scope of services and will be handled by use of a Discretionary Work Request Form.
2. Remove all weed debris from site.

I. Maintenance Task VII: Rough Mowing/Slope Mowing/Meadow Mowing

1. All rough mowing/slope mowing will be from edge of pavement to back of ROW, unless otherwise noted.
2. All Rough Mowing and Slope Mowing debris to be cleaned from site the same day.

J. Maintenance Task VIII: Weed Spraying

1. Beds and guardrails within the contracted areas may be sprayed for grass, broadleaf weeds with pesticides approved by the Contract Manager and shall be done in compliance with federal, state and local laws and regulations. The City reserves the right to limit the use of specific pesticides. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas. Notification of herbicide use shall be included on the Notification of Chemical Application form (attachment E) and submitted to the Contract Manager following application.



Attachment "A": SCOPE AND MAINTENANCE SCHEDULE



R-1: 228th Avenue SE/NE
Scope and Maintenance Schedule
 SE 33rd Court to NE 25th Way

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Irrigated Areas	Once per week starting in March and ending October 31st (Weather dependent).	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to October 31 st .	23
Line Trimming	Once per week starting in March and ending October 31st (Weather dependent).	35
Edging	Once per week starting in March and ending October 31st (Weather dependent).	35
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, July, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once per week starting in March and ending October 31st.	35
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35



R-2: 233rd Court NE

Scope and Maintenance Schedule NE 8th Street to East Lake High School's Gate

Maintenance zone is an area that has been landscaped within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	18
Line Trimming	Every other week March thru October	18
Edging	Every other week March thru October	18
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March thru October	18
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Every other week March thru November	20
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35



R-3: 244th Ave SE/NE
Scope and Maintenance Schedule
 SE Windsor Blvd to NE 20th Street

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November.	23
Line Trimming	Once per week April thru June; Every other week July to November.	23
Edging	Once per week April thru June; Every other week July to November.	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, July, November	4
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March thru April. Once a week May thru October. Once a month November.	31
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35



R-4: 244th Avenue SE
Scope and Maintenance Schedule
 SE 32nd Street to SE 24th Street

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	June, July, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Twice a month March and April. Once a week May thru October. Once a month November.	31
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35



R-5: East Lake Sammamish Parkway NE

Scope and Maintenance Schedule

South of NE Inglewood Hill Rd to NE 2200 Block

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per month March thru October	8
Line Trimming	Once per month March thru October	8
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October. Once a month November.	31
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Rough Mowing	Once per month March thru October	8



R-6: Hazel Wolf Trail Parking
Scope and Maintenance Schedule
 SE Windsor Blvd

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October Once a month November.	31
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week start the second week in March and end the third week in Nov.	35



R-7: Issaquah Pine Lake Rd SE

Scope and Maintenance Schedule

228th Ave SE to 234th Ave NE

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October Once a month November.	33
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week Starting the second week in March and ending the third week in November.	35
Maintenance Task VII. Rough/Slope Mowing		
Rough Mowing	Once per month March thru October	8



R-8: NE Inglewood Hill Rd/NE 8th Street

Scope and Maintenance Schedule

NE East Lake Sammamish Parkway to 244th Ave NE

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October. Once a month November.	33
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in November.	35



R-9: NE 16th St/14th Drive
Scope and Maintenance Schedule
 212th Ave NE to 228th Ave SE

Maintenance zone is an area that has been landscaped within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	18
Line Trimming	Every other week March thru October	18
Edging	Every other week March thru October	18
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	June, July, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March thru October	18
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Every other week March thru November	20
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35



R-10: SE 20th Street
Scope and Maintenance Schedule
 212th Ave SE to 228th Ave SE

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, October	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October Once a month November.	33
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Every other week March and April. Once a week May thru October. Once a month November.	33



R-11: SE 24th Street
Scope and Maintenance Schedule
 239th Ave SE to 244th Ave SE

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrub	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October. Once a month November.	33
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Every other week March and April. Once a week May thru October. Once a month November.	33



R-12: SE 32nd Street Traffic Calming

Scope and Maintenance Schedule

220th Ave SE to 228th Ave SE

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month April thru November	8
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once a month April thru September. Every other week October thru November.	10
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed



R-13: SE 32nd Way/SE 32nd Street

Scope and Maintenance Schedule

Issaquah Pine Lake Rd SE to 241st Ave SE

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week April thru November	17
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Every other week March and April. Once a week May thru October. Once a month November.	33



R-14: South Pine Lake Route

Scope and Maintenance Schedule

SE 32nd Place to 228th Ave SE

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Irrigated Areas	Once per week Starting the second week in March and ending the second week in November.	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November.	23
Line Trimming	Once per week Starting the second week in March and ending the second week in November.	35
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October. Once a month November.	33
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in November.	35



R-15: NE 25th Way Traffic Calming

Scope and Maintenance Schedule

229th Ave NE to 239th Place NE

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October. Once a month November.	33
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35



R-16: 212th Ave SE Sidewalk Improvements

Scope and Maintenance Schedule SE 24th Street to South of SE 20th Street

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November.	23
Line Trimming	Once per week April thru June; Every other week July to November.	23
Edging	Once a month April thru November.	8
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	June, July, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October. Once a month November.	33
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Every other week March and April. Once a week May thru October. Once a month November.	33
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending November 30 th .	38



R-17: East Beaver Lake Way Traffic Calming

Scope and Maintenance Schedule 258th Place SE to East Beaver Lake Drive

The vendor shall maintain all landscaped areas within the public right of way. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June. Every other week July to November.	23
Line Trimming	Once per week April thru June. Every other week July to November.	23
Edging	Once per week April thru June. Every other week July to November.	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March and April. Once a week May thru October. Once a month November.	33
Maintenance Task III. Hard Surfaces		
Sweeping/blowing	Once per week starting the second week in March and ending November 30 th .	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35



Attachment "B": Pesticide Application Record

State of Washington
Department of Agriculture
Olympia, Washington 98504

PESTICIDE APPLICATION RECORD (Version 1)

NOTE: This form must be completed same day as the application
and it must be retained for 7 years (Ref. chapter 17.21 RCW)

1. Date of Application - Year: Month: Day: Start Time:
Stop Time:
2. Name of Person for whom the pesticide was applied:
Firm Name (if applicable):
Street Address:
City: State: Zip:
3. Licensed Applicator's Name (if different from #2 above): License No.
Firm Name (if applicable):
Tel. No.: Street Address:
City: State: Zip:
4. Name of person(s) who applied the pesticide (if different from #3 above):
License No(s). if applicable:
5. Application Crop or Site:
6. Total Area Treated (acre, sq. ft., etc.):
7. Was this application made as a result of a WSDA Permit? ☐ No ☐ Yes (if yes, give Permit No.) #.....
8. Pesticide Information (please list all information for each pesticide, including adjuvants (buffer, surfactant, etc.), in the tank mix):

a) Full Product Name	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied
			/	
			/	
			/	
			/	

9. Address or exact location of application. NOTE: If the application is made to one acre or more of agricultural land, the field location must be shown on the map on page two of this form.
10. Wind direction and estimated velocity (mph) during the application:
11. Temperature during the application:
12. Apparatus license plate number (if applicable):
13. ☐ Air ☐ Ground ☐ Chemigation
14. Depth of application / inches of water (chemigation):

Location of Application: If the application covers more than one township or range, please indicate the township & range for the top left section of the map only:

Township: N

Range: E OR W (please indicate)

Section(s):

Block: Farm Unit:

or GPS:

County:

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.

Section: Section:

Section: Section:

N

One Mile

Miscellaneous Information:

INSTRUCTIONS

Pesticide Application Record (Version 1) AGR 4226 (Rev. 5/03)

1. Date may be spelled out or indicated numerically. Time must be indicated as start and stop times.
2. Include first and last name.
3. If the person's name is the same as No. 2, please write "same" in the space for the licensed applicator's name and include the license number (if applicable) and telephone number.
4. Include first and last name(s).
5. Indicate type of land or site treated, not location. Examples: Wheat, apples, rights of way, lawn, trees and shrubs, crawl space, wall voids, etc.
6. May also be stated in terms such as linear feet, cubic feet, etc. (Specify the term to which the number refers.) If spot treatment, write spot treatment.
7. If the application was made under permit, but no permit number was issued, indicate the date the permit was issued.
8. a. Brand name found on the pesticide label including adjuvants (buffer, surfactant, dye, etc.).
b. This number is found on the pesticide container label. If the material is being applied under a federal experimental use permit and no EPA Reg. No. exists, list the federal experimental use permit number. If the material is a spray adjuvant (buffer, spreader, sticker, etc.) write "adjuvant" in this space.
- c. Indicate the amount of pesticide formulation (product) applied to the total area listed on line 6.
- d. Other measures may include amount/sq. ft., amount/cu. ft., amount/linear ft., etc.
- e. This may be listed in various ways, such as: Amount of product/100 gallons water, percent formulation in the tank mix (i.e. 1%), gallons per acre of output volume, ppm (or other measure), or inches of water applied (chemigation). Specify the term to which the number refers.
9. Agricultural land includes such areas as forest lands and range lands. It does not include transportation and utility rights of way.
10. Indicate the direction from which the wind is blowing. Measure wind velocity in mph. If the wind varies in direction and velocity during the application, indicate the range of variance (i.e. S-SW 3-7 mph). Wind readings shall be obtained in close proximity to the application site.
11. Indicate temperature in degrees Fahrenheit. (It may be indicated as the range encountered during application.) Temperature readings shall be obtained in close proximity to the application site.
12. This does not apply to private applicators or public agencies.
13. Check one.
14. Depth of application/inches of water (chemigation).
15. This space is available for any additional information you may wish to include.



SAMPLE CONTRACT

CONTRACT NUMBER

801 228th Avenue SE • Sammamish, WA 98075
 Phone: 425-295-0500 • Fax: 425-295-0600
 www.sammamish.us

**Small Public Works
 PURCHASED SERVICE/MAINTENANCE CONTRACT**

	YES	NO	
Prevailing Wage Required	<input type="checkbox"/>	<input type="checkbox"/>	See Paragraph 7.2
Unit Priced Contract	<input type="checkbox"/>	<input type="checkbox"/>	

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City") and Contractor Name: (the "Contractor")

Project Name:

Commencing: (date)

Terminating: (date)

Amount Not to exceed \$ (includes WA State sales tax, if applicable)

RECITALS

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, pursuant to the invitation of the City, extended through the MRSC Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, The City desires to have the Contractor perform such services pursuant to certain terms and conditions

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the services described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

2. Contract Documents. The Contract consists of the following documents, which are all incorporated by reference.

- This Agreement and all Exhibits attached thereto;
- The request for Proposal, Invitation to Bid, or other City-issued request for project submittals
- The submitted project quote, bid or proposal
- Scope of Work

- e) Maps and plans
- f) Special provisions, if any
- g) All documents required under this Agreement, including but not limited to documentation evidencing insurance, copy of Contractor's state contractor license and UBI number, copy of Contractor's business license.

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Contractor for the Work rendered according with the following procedures and subject to the following requirements.

3.1 The Contractor shall submit invoices for the work performed to **The City of Sammamish Accounts Payable Department.**

The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 If Prevailing Wages are required, the invoice must bear the following signed statement:

"I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries."

3.3 The Contractor shall complete and return the attached **Form W-9**, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.4 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payments shall be made for any work performed by the Contractor except for the work identified and set forth in this Contract.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its subcontractors and suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c) Enforce all warranties for the benefit of the City; and,
- d) Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the Scope of Work to be performed, or the amount of the Contract sum, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City, in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

6. Insurance. The Contractor shall procure and maintain insurance as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

6.1 No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2 Minimum Scope of Insurance. Contractors required insurance shall be of the types and coverage as stated below:

6.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

6.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury, liability assumed under an insured contract, blanket contractual, products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable, and employer's liability. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form [CG 25 03 05 09](#) or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#) and Additional Insured-Completed Operations endorsement [CG 20 37 10 01](#) or substitute endorsements providing at least as broad coverage.

6.2.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.2.4 Professional Liability insurance appropriate to the Contractor's profession (if applicable)

6.3 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

6.3.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.3.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.

6.3.3 Worker's Compensation insurance at the limits established by the State of Washington.

6.3.4 Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.5 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

6.7 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

6.8 Subcontractors' Insurance. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractors' Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

6.9 Notice of Cancellation. The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.10 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

7. Prevailing Wage

7.1 The work under the Contract may be subject to the prevailing wage requirements of [Chapter 39.12 RCW](#), as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

7.2 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

7.3 Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to the Contractor until the City receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each sub-contractor.

If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing the final payment.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the City of Sammamish Municipal Code and regulations and ordinances of the City of Sammamish. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of King County, Washington.

10. Business License. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.

11. Termination.

11.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall be submitted to the City within 10 days of termination or suspension.

11.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed prior to the date of termination and reimbursable expenses incurred to the date of termination.

11.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

11.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

12. Duration. This contract may be renewed at the City's option for up to two (2) additional years. In the event the City desires to invoke this option, the parties shall execute an amendment to this Agreement reflecting the new duration and new compensation, which will be adjusted annually based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

13. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

13.1 Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

13.2 It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

14. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

15. Non-Discrimination: Discrimination by Contractor in all phases of employment and contracting is prohibited by federal and State laws rules and regulations. The Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

16. Non-Endorsement: As a result of the selection of a Contractor to supply services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the City.

17. Non-Collusion: By signature below, the Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

18. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

19. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

20. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

21. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

22. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

23. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

24. Records Keeping & Reporting.

24.1 The Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

24.2 The Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters

covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Contractor's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Contractor's activities which relate, directly or indirectly, to the Agreement.

24.3 On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

24.4 Contractor will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

24.5 Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this agreement.

24.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the city.

25. **Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Project Manager:

Email:

Notices to the Contractor shall be sent to the following address:

Company Name:

Contact Name:

Street Address:

Phone Number:

Email:

By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON

By (Print Name):	Date:
Signature	Title:

CONTRACTOR

By (Print Name):	Date:
Signature	Title:

ATTEST/AUTHENTICATED:

By (Print Name):	Date:
Signature	Title: City Clerk

APPROVED AS TO FORM:

By (Print Name):	Date:
Signature:	Title: City Attorney

Form (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> </div> <div style="width: 35%;"> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Apply to accounts maintained outside the U.S.)</small></p> </div> </div>		
Print or type. See Specific Instructions on page 3.	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> </div> <div style="width: 50%;"> <p><input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> </div> </div>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Social security number</p> <p>____ - ____ - _____</p> <p>or</p> <p>Employer identification number</p> <p>____ - _____</p> </div> </div>		
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>		
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p> <p>Date ▶ _____</p>	
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.</p>		



Attachment "D": Landscaping Bid



Bid Checklist
Invitation to Bid: #19-04
Landscape Services – Right of Way

Vendor Name: _____

Bid Checklist

BID DUE DATE/TIME: Monday, April 1, 2019 @ 2:00pm

X	This Checklist
	Form #1: Bid Submittal Sheet
	Form #2: Bidder Qualifications
	Form #3: Responsible Bidder Criteria
	Form #4: Client References
	Form #5: Acknowledgement of Addendum
	Form #6: Non-Collusion Affidavit
	Is Vendor Name on each sheet? Signatures where required?

Please return all the above forms to:

Email to mdunham@sammamish.us
Or via Mail or hand delivery to:

City of Sammamish
Att: Marlene Dunham
801 228th Avenue SE
Sammamish, WA 98075

BID SUBMITTAL SHEET

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Invitation to Bid: #19-04
Landscape Services – Right of Way

Form #1 – Bid Submittal continued

Please provide a lump sum price for landscape services at each designated location or corridor. The price shall be for a **9 month period**. Prices listed shall be for all services at specified frequency as described in Attachment A of the Invitation to Bid.

NOTE: We realize that the services in Attachment “A” that specify work in the month of March will not be realized in the 2019 Contract year. Please bid each item for a 9 month period as stated above.

The City may elect to delete items at the quoted price, to meet budget constraints.

R-1: 228 th Ave SE/NE	\$	
R-2: 233 rd Ave NE	\$	
R-3: 244 th Ave SE/NE	\$	
R-4: 244 th Ave SE	\$	
R-5: East Lake Sammamish Parkway NE	\$	
R-6: Hazel Wolf Trail Parking	\$	
R-7: Issaquah Pine Lake Road SE	\$	
R-8: NE Inglewood Hill Road/NE 8 th Street	\$	
R-9: NE 16 th Street/14 th Drive	\$	
R-10: SE 20 th Street	\$	
R-11: SE 24 th Street	\$	
R-12: SE 32 nd Street Traffic Calming	\$	
R-13: SE 32 nd Way/32 nd Street	\$	
R-14: South Pine Lake Route	\$	
R-15: NE 25 th Way	\$	
R-16: 212 th Ave SE Sidewalk Improvements	\$	
R-17: East Beaver Lake Way Traffic Calming	\$	

SUBTOTAL FOR RIGHT OF WAY	\$	
Sales tax exempt per WAC 458-20-171	\$0	
TOTAL COST FOR ALL RIGHT OF WAY	\$	

Signed: _____ **Dated:** _____

Title: _____

BID DUE DATE/TIME: Monday, April 1, 2019 @ 2:00pm @ 2:00pm



Invitation to Bid: #19-04
Landscape Services – Right of Way

Vendor Name: _____

Form #2 – Statement of Bidder's Qualifications

Name of Firm:	
Address:	
Contact Person:	
Phone:	
Email:	

Number of years the Contractor has been engaged in this business under the present firm name, as indicated above:
Gross dollar amount of work currently under contract:
Gross dollar amount of contracts currently not completed:
General character of work performed by the firm:
List all of the projects of a similar nature which have been completed by the Contractor within the last five (5) years: 1. 2. 3 . 4. 5.

Attach to this form where applicable:

1. An inventory of equipment that you currently own, by make, size, year and condition.
2. A list of equipment by make and size that you plan to purchase within the next 12 months
3. A list of professional qualifications, licenses, certificates and years of applicable experience for all on-site supervisors and/or lead workers.
4. A list of those individuals/firms that would perform 3% or more of the total amount of the bid. (A subcontractor is defined herein as one who contract with the vendor to furnish materials and labor for performance of the work at the site of the work)
Specify the person to be the Contract Manager. The Contract Manager shall be the City's direct contact for the provisions within any contract(s) awarded from this ITB

List the Contract Manager's professional qualifications, licenses, certificates and years of applicable experience. The Contract Manager shall be the City's direct contact for the provisions within any contract(s) awarded from this ITB.

Has the vendor had a contract terminated for default during the past five (5) years? "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

_____ Yes _____ No

If yes, please describe full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address and telephone number. Present the vendor's position on the matter. Attach additional sheets if necessary.

Name(s) of companies that will share significant and substantive responsibilities with the Vendor in performing the scope of services under the Contract:



Invitation to Bid: #19-04

Landscape Services – Right of Way

Vendor Name: _____

Form #3 – Responsible Bidder Criteria

In accordance with RCW 39.04, before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works Project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
2. Have a current state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder's employees working Washington as required in Title 51 RCW
4. If applicable, have an employment security department number as required in Title 50 RCW
5. If applicable, have a state excise tax registration number as required in Title 82 RCW
6. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3)

CRITERIA

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors. Verification shall include that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must include every Public Works Contract and subcontract of every tier.

Providing the following information is **Mandatory** in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your Bid as being "**Non- Responsive**". *If your business is not required to have one of the following numbers, provide an explanation.*

State of Washington Contractor Registration #	
State of Washington Unified Business Identifier #	
Employment Security Department No.	
State Excise Tax Registration No.	
Is the payment of Worker's Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker's Comp account with the WA State Dept. of Labor & Industry please explain	Yes _____ No _____

Invitation to Bid #19-04
Landscape Services for City of Sammamish ROW



Invitation to Bid: #19-04
Landscape Services – Right of Way

Vendor Name:_____

Form #4 - References

Reference #1

Reference Name	
Contact Name	
Title	
Phone Number	
Contract Amount	
Scope of Services Provided	

Reference #2

Reference Name	
Contact Name	
Title	
Phone Number	
Contract Amount	
Scope of Services Provided	

Reference #3

Reference Name	
Contact Name	
Title	
Phone Number	
Contract Amount	
Scope of Services Provided	

Reference #4

Reference Name	
Contact Name	
Title	
Phone Number	
Contract Amount	
Scope of Services Provided	

Invitation to Bid #19-04
Landscape Services for City of Sammamish ROW



Invitation to Bid: #19-04
Landscape Services – Right of Way

Vendor Name: _____

Form #5: Acknowledgement of Addendum

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all addendum may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following addendum to the documents:

Addendum #1	Dated:
Addendum #2	Dated:
Addendum #3	Dated:
Addendum #4	Dated:
Addendum #5	Dated:

Vendor Name: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Invitation to Bid #19-04
Landscape Services for City of Sammamish ROW



801 228th Avenue SE • Sammamish, WA 98058 **Affidavit**
075 • Phone: 425-295-0500

www.sammamish.us

Invitation to Bid: #19-04
Landscape Services – Right of Way

Vendor Name: _____

Form #6: Non-Collusion Affidavit

State of _____)

)

County of _____)

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, copartner ship or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a Bid to the City of Sammamish for consideration in the award of a contract on the specifications contained in ITB 18-11.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

Name of Project:

(Name of Firm)

BY: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____ 20__.

Notary Public

CORPORATE SEAL:
